

## Kern County Dispute Resolution Program

### **REQUEST FOR PROPOSALS**

For Funding During the Period From  
January 1, 2006 through December 31, 2006

Application Filing Period:  
September 19, 2005 – November 4, 2005

Mandatory Vendors' Conference  
Friday, September 30, 2005  
10:00 A.M.

Training Conference Room  
1415 Truxtun Avenue, 2<sup>nd</sup> Floor  
Bakersfield, CA

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## DEFINITION OF TERMS

County: Kern County

Court: Superior Court of California, County of Kern

In-Kind Donations: Donations that are not cash. For purposes of this RFP, in-kind contributions are defined as any and all of the following: equipment, supplies, office space, other tangible resources or staff time that will not be specifically provided by this contract.

Vendor: This term may include any and all of the following: that person, partnership, corporation, organization, agency, etc. which is offering the proposal and is identified on the "Provider" line of the Proposal Identification Sheet.

## INTRODUCTION

The Superior Court of California, County of Kern is soliciting proposals for one or more qualified vendors to provide Dispute Resolution Services as defined in the Dispute Resolution Programs Act (DRPA) and its implementing regulations (see below), which services assist parties in resolving disputes without the necessity of formal judicial proceedings. The purpose of this RFP is to identify and select one or more public or private non-profit or governmental entity for funding under the Court's Dispute Resolution Program.

## BACKGROUND AND AUTHORITY

The Dispute Resolution Programs Act (DRPA) (California Business and Profession Code, § 465, *et seq.*) provides for the establishment and funding, at county option, of local dispute resolution programs. The purpose of DRPA is to encourage the establishment and use of local dispute resolution services as an alternative to formal court proceedings. DRPA authorizes participating counties to increase court-filing fees between \$1 and \$8 for the purpose of funding local dispute resolution programs.

In 2005, the Kern County Board of Supervisors approved the County's participation in the program and authorized an increase of \$8 in court filing fees to help finance dispute resolution programs. This RFP now solicits proposals for dispute resolution services. This program will be operated under the provisions of DRPA and its implementing regulations (California Code of Regulations, Title 16, Chapter 36), which are incorporated into this RFP by reference. (A copy of DRPA and its implementing Regulations may be found in Attachment A.)

The purpose and intent of DRPA are quoted here for applicant information:

"The Legislature hereby finds and declares all of the following:

"(a) The resolution of many disputes can be unnecessarily costly, time-consuming, and complex when achieved through formal court proceedings where the parties are adversaries and are subjected to formalized procedures.

"(b) To achieve more effective and efficient dispute resolution in a complex society, greater use of alternatives to the courts, such as mediation, conciliation, and arbitration should be encouraged. Community dispute resolution programs and increased use of other alternatives to the formal judicial system may offer less threatening and more flexible forums for persons of all ethnic, racial, and socioeconomic backgrounds. These alternatives, among other things, can assist in the resolution of disputes between neighbors, some domestic disputes, consumer-merchant disputes, and other kinds of disputes in which the parties have continuing relationships. A non-coercive dispute resolution forum in the community may also provide a valuable prevention and early intervention problem-solving resource to the community.

"(c) Local resources, including volunteers reflective of the diversity of the community and available public buildings, should be utilized to achieve more accessible, cost effective resolutions of disputes. Additional financial resources are needed to expand, stabilize, and improve existing programs and entities which sponsor alternative dispute resolution.

"(d) Courts, prosecuting authorities, law enforcement agencies, and administrative agencies should encourage greater use of alternative dispute resolution techniques whenever the administration of justice will be improved.

"(e) Counties should consider increasing the use of alternative dispute resolution in their operations as plans for court reform are developed and implemented.

"(f) The Judicial Council should consider, in redrafting or updating any of the official pleading forms used in the trial courts of this state, the inclusion of information on options for alternative dispute resolution." *Business and Professions Code 465*

"It is the intent of the Legislature to permit counties to accomplish all of the following:

"(a) Encouragement and support of the development and use of alternative dispute resolution techniques.

"(b) Encouragement and support of community participation in the development, administration, and oversight of local programs designed to facilitate the informal resolution of disputes among members of the community.

"(c) Development of structures for dispute resolution that may serve as models for resolution programs in other communities.

"(d) Education of communities with regard to the availability and benefits of alternative dispute resolution techniques.

"(e) Encouragement of courts, prosecuting authorities, public defenders, law enforcement agencies, and administrative agencies to work in cooperation with, and to make referrals to, dispute resolution programs."

*Business and Professions Code 465.5*

### GOALS, OBJECTIVES AND PRIORITIES

The Court recognizes the unique challenges of providing services to self-represented litigants in Kern County, and desires to establish community mediation services that will address these challenges:

1. The numbers of persons seeking court services will increase dramatically in the future, due to burgeoning population growth.
2. The cost of programs to assist self-represented litigants is unlikely to be fully funded by user fees, due to the number of residents who qualify for fee waivers.
3. Any assistance must be uncomplicated and easily understood by the average self-represented litigant.
4. Assistance must be provided in Spanish, especially in regional courts serving agricultural communities. While there are other languages spoken in the County, the greatest immediate need is for Spanish.

The Court recognizes that these options might be supported by a variety of means: fee-for-service, agency budgets, DRPA funds, etc.

For its first community mediation program(s), the Court wishes to address common civil complaints, which are defined as: (1) small claims; (2) landlord tenant disputes; and (3) civil harassments. Proposals for any other type of program will not be considered at this time. The Court anticipates that programs with a different focus may be added in the future when additional RFP's will be issued, defining the types of services desired.

Priority will be given to proposals that:

1. Have the potential for helping the maximum numbers of County residents;
2. Make maximum use of local resources, including in-kind support, volunteers, and public facilities;
3. Provide services to a demographically wide range of persons;
4. Have prospects for securing funding from other sources to supplement DRPA grants in the future; and
5. Offer the best potential for later expansion.

## GENERAL REQUIREMENTS

RFP CLARIFICATION AND REVISIONS: Any revisions to the RFP will be issued and distributed as written addenda.

FIRM PROPOSAL: All proposals shall remain firm for at least one hundred eighty (180) days.

SUPPORTIVE MATERIAL: Additional material may be submitted with the proposal as appendices. Any additional descriptive material that is used in support of any information in your proposal must be referenced by the appropriate paragraph(s) and page number(s).

Vendors are asked to submit their proposals in a binder (one that allows for easy removal of pages) with index tabs separating the sections identified in the Table of Contents. Pages must be numbered on the bottom of each page.

Any proposal attachments, documents, letters and materials submitted by the vendor shall be binding and included as a part of the final contract should your bid be selected.

TAXES: The quoted amount must include all applicable taxes. If taxes are not specifically identified in the proposal it will be assumed that they are included in the total quoted.

INTERPRETATION OF RFP: Vendors must make careful examination of the requirements, specifications and conditions expressed in the RFP and fully inform themselves as to the quality and character of services required. If any person planning to submit a proposal finds discrepancies in or omissions from the RFP or has any doubt as to the true meaning or interpretation, correction/clarification thereof may be requested in writing from Court a minimum of five (5) Court business days prior to the bid closing date. Any change in the RFP will be made only by written addendum, duly issued by the Court. The Court will not provide any other explanations or interpretations.

RETENTION: Court reserves the right to retain all proposals, excluding proprietary documentation submitted per the instructions of this RFP, regardless of which response is selected.

ORAL PRESENTATIONS: Each finalist may be required to make an oral presentation in Kern County and answer questions from Court personnel.

AWARD/REJECTION: All proposals received shall be reviewed to determine those that meet the format requirements and the standards specified in the request for proposal. Proposals shall be evaluated and the contract awarded to that vendor that the Court shall, in its sole discretion, deem best qualified and most suitable based upon the evaluation criteria adopted by the Court.

The Court shall be the sole judge of qualifications and suitability. The Court reserves the right to reject any or all proposals.

NEGOTIATION: The Court will prepare and negotiate its own contract with the selected vendor, in accordance with the California Public Contract Code.

WAIVERS: The Court reserves the right to waive any informalities or irregularities and any technical or clerical errors in any quote as the interest of the Court may require.

TERMINATION: The Court reserves the right to terminate any resulting contract upon written notice.

MINOR DEVIATIONS: The Court reserves the right to negotiate minor deviations from the prescribed terms, conditions and requirements with the selected vendor.

PROPOSAL REJECTION: Failure to respond to all questions or not to supply the requested information could result in rejection of your proposal.

ASSIGNMENTS: The ensuing proposed contract will provide that the vendor may not assign any duties, payment or portions of payments without prior written consent of the Court.

VENDOR LIABILITIES: Court will not be held liable for any cost incurred by vendors in responding to the RFP; all such costs to be solely borne by the vendor.

CONFIDENTIALITY: Vendors shall not disclose information about the Court's business or business practices and shall safeguard confidential data which vendor staff may have access to in the course of system implementation.

DISPUTE RESOLUTION: The ensuing contract shall be governed by the laws of the state of California.

Any disputes arising in the performance of the contract will be addressed by the Court and Vendor in a spirit of good faith negotiation, with mediation available by a mutually acceptable neutral in the event no resolution is achieved by the parties themselves. Any claim which cannot be amicably settled without court action will be litigated in Kern County, California.

NEWS RELEASE: Vendors shall not issue any news releases or otherwise release information to any third party about this RFP or the vendor's quotation without prior written approval from the Court.

BACKGROUND REVIEW: The Court reserves the right to conduct a background inquiry of each proposer/Vendor which may include collection of appropriate criminal history information, contractual and business associations and practices, credit history, employment history and reputation in the business community. By



submitting a proposal/bid to the Court, the vendor consents to such an inquiry and agrees to make available to the Court such books and records the Court deems necessary to conduct the inquiry.

EXCEPTIONS: Identify with explanation, any terms, conditions, or stipulations of the RFP with which you CAN NOT or WILL NOT comply with by proposal group.

ADDENDA: In the event that it becomes necessary to revise any part of this RFP, addenda will be provided to all agencies and organizations that receive the basic REP.

SUBCONTRACTORS: If a subcontractor is proposed, complete identification of the subcontractor and his tasks should be provided. The primary Vendor is not relieved of any responsibility by virtue of using a subcontractor.

CONFLICT OF INTEREST: The Court shall not contract with, and shall reject any bid or proposal submitted by applicants specified below, unless the Court finds that special circumstances exist which justify the approval of such contract:

1. Employees of the Court or public agencies for which the Board of Supervisors is the governing body.
2. Profit-making firms or businesses in which employees described in Subsection (1) serve as officers, principals, partners or major shareholders.
3. Persons who, within the immediately preceding twelve (12) months, came within the provisions of Subsection (1), and who were employees in positions of substantial responsibility in the area of service to be performed by the contract, or participated in any way in developing the contract or its service specifications.
4. Profit-making firms or businesses in which the former employees described in Subsection (3) serve as officers, principals, partners or major shareholders.
5. No Court employee whose position in the Court enables him to influence the selection of a Vendor for this RFP, or any competing RFP, and no spouse or economic dependent of such employee, shall be employees in any capacity by a Vendor, or have any other direct or indirect financial interest in the selection of a Vendor.

INDEPENDENT CONTRACTOR: In performance of the work, duties, and obligations assumed by a VENDOR under any ensuing Agreement, it is mutually understood and agreed that VENDOR, including any and all of VENDOR'S officers, agents, and employees will at all times be acting and performing as an independent contractor, and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venturer, partner, or associate of the COURT. Furthermore, COURT shall have no right to control or supervise or direct the manner or method by which VENDOR shall perform its work and function. However, COURT shall retain the right to administer this Agreement so as to verify that VENDOR is performing its

obligations in accordance with the terms and conditions thereof. VENDOR and COURT shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over all claims which are the subject thereof.

Because of its status as an independent contractor, VENDOR shall have absolutely no right to employment rights and benefits available to COURT employees. VENDOR shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, VENDOR shall be solely responsible and save COURT harmless over all claims relating to payment of VENDOR'S employees, including compliance with Social Security withholding and all other regulations governing such matters. It is acknowledged that during the term of the Agreement, VENDOR may be providing services to others unrelated to the COURT or to the Agreement.

HOLD HARMLESS CLAUSE: Vendor shall hold the Court, its officers and employees, harmless and indemnify and defend the Court, its officers and employees, against the payment of any and all costs and expenses, claims suits, and liability resulting from or arising out of or in any way connected with any negligent or wrongful acts or omissions of Vendor, its officers and employees, or failing to perform any work, services, or functions provided for or referred to or in any way connected with any work, services or functions to be performed under this agreement.

PRICE RESPONSIBILITY: The selected vendor(s) will be required to assume full responsibility for all services and activities offered in the proposal, whether or not they are provided directly. Further, the Court will consider the selected vendor(s) to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract. The Vendor may not subcontract or transfer the contract, or any right or obligation arising out of the contract, without first having obtained the express written consent of the Court.

ADDRESSES AND TELEPHONE NUMBERS: The vendor will provide the business address and mailing address, if different, as well as the telephone number of the individual signing the contract.

ASSURANCES: Any contract awarded under this RFP must be carried out in full compliance with Title VI of the Civil Rights Act of 1964. The Vendor must guarantee that services provided will be performed in compliance with all applicable state or federal laws and regulations pertinent to this project. The Vendor may be required to provide evidence substantiating that staff member(s) have the necessary skill to perform the required services, to the cancellation, non-renewal or reduction in amount of said coverage. Vendor shall warrant that it complies, and at all times during the Contract Term shall comply, with any and all applicable laws and regulations of the United States and the State of California, and any and all applicable local laws, regulations or ordinances."

PERFORMANCE BOND: The Court may, in its sole discretion, require Vendor to provide a performance bond in the form of bonds executed by an admitted surety insurer and not deposits in lieu of bond, subject to the approval of the Court. The performance bond shall guarantee the faithful performance of the contract by Vendor.

AUDITS AND INSPECTIONS: The Vendor shall at any time during business hours, and as often as the Court may deem necessary, make available to the Court for examination all of its records and data covered by this Agreement. The Vendor shall, upon request by the Court, permit the Court to audit and inspect all of such records and data necessary to ensure Vendors compliance with the terms of this Agreement.

If this Agreement exceeds Ten Thousand and No/100 dollars (\$10,000.00), Vendor shall be subject to the examination and audit by the Court for a period of three (3) years after final payment under contract (Government Code Section 10532).

DEFAULT: In case of default by the selected Vendor, the Court may procure materials and services from another source and may recover the loss occasioned thereby from any unpaid balance due the selected Vendor, or by any other legal means available to the Court.

BREACH OF CONTRACT: In the event of breach of contract by either party, the other party shall be relieved of its obligations under this agreement and may pursue any legal remedies.

### SPECIFIC REQUIREMENTS

ISSUING AGENT: This Request for Proposal (RFP) is being issued by the Superior Court of California, County of Kern. Unless otherwise directed, all communications and inquiries regarding this RFP should be referred to Terry McNally, Court Executive Officer, (661) 868-4919 and Kathleen Kress, Court Project Analyst, (661) 868-2602.

Vendors are specifically directed not to contact any other Court personnel for meetings, conferences or technical discussions related to the RFP.

MANDATORY VENDOR CONFERENCE: On Friday, September 30, 2005, at 10:00 a.m., a vendor's conference will be held in which the scope of the project and proposal requirements will be explained. The meeting will be held at the Training Conference Room, Kern County Superior Court, 1415 Truxtun Avenue – 2<sup>nd</sup> Floor, Bakersfield, CA.

Vendors are to contact Terry McNally, Court Executive Officer, (661) 868-4919, and Kathleen Kress, Court Project Analyst, (661) 868-2602, if they are planning to attend the conference.

CONTRACT TERM: It is Court's intent to contract with the successful vendor for a term of one (1) year with the option to renew for up to two (2) additional one (1) year periods. Court will retain the right to terminate the Agreement without cause upon giving thirty (30) days advance written notification to the Vendor.

## FUNDING POLICIES

### A. GENERAL POLICIES

1. The Court reserves the right to fund as many or as few programs as it deems necessary to ensure an appropriate level of service countywide. In addition, funds may be reserved to develop projects in unserved areas should there be a lack of qualified proposals.
2. To the extent possible, funds available under this RFP will be allocated to ensure the greatest possible public access to dispute resolution programs and services within the County.
3. A total of \$60,000 is available to support programs that meet the Court's goals, objectives, and priorities.
4. Funds will be distributed quarterly, upon satisfactory completion and receipt of progress reports that are required by the Court.
5. Grant awards will be decided by the Court and will be made at its sole discretion.

### B. PROHIBITIONS

1. Revenues from DRPA may not be used to fund:
  - a) Family conciliation court or conciliation and mediation services pursuant to Section 4607(f) or Section 4351.5 of the Civil Code;
  - b) Judicial arbitration pursuant to Section 1141.10 et seq. of the Code of Civil Procedure or any other formal mandatory judicial arbitration program;
  - c) Any other programs or services not expressly authorized by DRPA or the DRPA Regulations; or
  - d) Replacement of any preexisting allocation of County funds for the provision of dispute resolution services.

### C. SPECIFIC ELIGIBILITY CRITERIA

1. To be eligible for consideration under this RFP, a vendor must:
  - a) Demonstrate that its primary purpose is the provision of dispute resolution services, as defined in DRPA and the DRPA Regulations, by

documenting that a minimum of fifty-one percent (51%) of its estimated annual operating budget is allocated to and expended for such services.

b) Submit a statement verifying its status as required by DRPA as follows:

(i) A vendor administered and funded by a county or city must document:

- That it is a distinct, identifiable unit of that government; and
- That it has a separate and identifiable annual operating budget, or

(ii) All other vendors must certify:

- That it is non-partisan; and
- That it is a non-profit corporation or a component of such a corporation with a separate and identifiable annual operating budget; and
- That it is exempt from federal taxation pursuant to Internal Revenue Code section 501(c)(3) or that it has an application for section 501(c)(3) status currently pending before the Internal Revenue Service.

c) Submit an estimated annual operating budget reflecting that at least fifty percent (50%) of its anticipated revenue will be derived from sources other than those provided pursuant to DRPA. In-kind donations may be credited toward such other revenues.

d) Demonstrate the capability to provide dispute resolution services effectively.

2. If applying as a group (i.e. by type of services and/or geographic area) vendors must describe how fiscal separation and allocation of grant funds will occur and how the group will ensure that there is no duplication of services.

## REQUIREMENTS FOR PROPOSAL

The Court requires that proposals be submitted in the following manner:

1. Maximum 25 pages, including forms required by this RFP.
2. A one-inch margin on all pages, with no type face smaller than 10 point.
3. Each page should be numbered at the bottom center.
4. Submit one (1) original and six (6) complete copies.
5. Submit the original and each of the copies in a separate binder that allows for easy removal of pages.
6. Separate the sections indicated below with index tabs.

The content and sequence of the proposals will be as follows:

I. PROPOSAL IDENTIFICATION SHEET: (on form provided – Appendix #1)

II. COVER LETTER: A one-page cover letter and introduction including the vendor name and address and the name, address and telephone number of the person or persons to be used for contact and who will be authorized to make representations for the vendor.

The cover letter/proposal identification sheet shall also state whether the vendor is a governmental entity, a nonpartisan, nonprofit corporation, or a distinct definitive component or project of a nonpartisan, nonprofit corporation with a separate and identifiable annual budget (see section 3605 of the DRPA Regulations).

III. TABLE OF CONTENTS

IV. APPLICATION FOR PROGRAM GRANT: (on form provided – Appendix #2)

V. CONFLICT OF INTEREST STATEMENT: The Vendor may become involved in situations where conflict of interest could occur due to individual or organizational activities that occur within the County. In this section the vendor should address the potential, if any, for conflict of interest and indicate plans, if applicable, to address potential conflict of interest. This section will be reviewed by the Court or it's designee for compliance with conflict of interest as part of the review process. The Vendor shall comply will all federal, state and local conflict of interest laws, statutes and regulations.

VI. TRADE SECRET ACKNOWLEDGMENT: (on form provided – Appendix #3)

VII. EXCEPTIONS: This portion of the proposal will note any exceptions to the requirements and conditions taken by the vendor. If exceptions are not noted, the Court will assume that the vendor's proposals meet those requirements. The exceptions shall be noted as follows:

1. Exceptions to General Requirements.
2. Exceptions to Specific Terms and Conditions.
3. Exceptions to Proposal Content Requirements.

VIII. VENDOR DATA: This section should include:

- A. A narrative which demonstrates the vendor's basic familiarity or experience with delivery of dispute resolution services.
- B. Descriptions of any similar or related contracts, if any, under which the vendor has provided services.
- C. Descriptions of the qualifications of the individual(s) providing the services.
- D. Any material (including letters of support or endorsement) indicative of the vendor's capability.
- E. A brief description of the organization administering the project, including a description of any sponsoring or parent organizations. The description should include:
  1. When, how, and why the organization and/or project (if applicable) was started.
  2. Statement of purpose, goals, and philosophy.
  3. Past and current activities or project operated by the organization that qualifies it to provide dispute resolution services.
  4. Size of professional and support staff. Differentiate between services to be provided by professional staff and others.
- F. Complete and submit all Grant Proposal Forms which have been provided with this Request for Proposal.
- G. Reference List

IX. SCOPE OF WORK:

Vendors are to use this section to describe the essence of their proposal.

Describe the vendor's proposed program and how it will meet with the Court's goals, objectives, and priorities, as described on page 6 of this RFP.



List the objectives in quantifiable, measurable, and verifiable terms. Indicate specifically what the proposed project will strive to accomplish and the methods contemplated for accomplishing the objectives. Include:

1. A detailed description of the estimated number and specific types of disputes to be handled, specific types of dispute resolution services to be offered and, if applicable the sliding scale fees based on income to be charged. Describe any restrictions the vendor will impose on the types of disputes to be handled or the types of dispute resolution services to be offered.
2. A detailed description of the anticipated impact on the Court's caseload and calendars at three-month intervals, or as requested by the Court.
3. A list of civic groups, social service agencies, governmental entities, and justice system agencies available to accept, and/or make referrals to, the vendor for each area to be served.
4. A description of how the vendor will publicize its services to potential referral agencies, courts, and justice system agencies and the public.
5. An explanation of the methods the applicant will use to recruit mediators and other providers of dispute resolution services and to comply with the training requirements specified in § 3622 of the DRPA Regulations.

Describe how the vendor will raise funds, recruit volunteers, and generate broad financial support, including securing the necessary community resources to meet the fifty percent (50%) match requirement.

X. COST PROPOSAL: Forms for presenting budget information and specific instructions for their completion have been included as Appendix #4, #5, #6 and #7.

XI. AGENCY INVOLVEMENT IN LITIGATION AS A PARTY: (on form provided – Appendix #8)

## EVALUATION CRITERIA

Vendor will be evaluated on the basis of their responses to all questions and requirements in this RFP and product cost. The Court shall be the sole judge in the selection process and reserves the right to reject any or all bids. False, incomplete or unresponsive statements in connection with this proposal may be sufficient cause for rejection of any proposal.

Each proposal will be evaluated on its own merits. The emphasis will be on conciseness, clarity, relevance, and strict adherence to the instructions in this RFP. There will be three areas of evaluation, weighted as follows:

<b>Areas of Evaluation</b>	<b>%age Points</b>
Proposal submitted by application deadline, as stated in RFP?	Accept/Reject
Proposal submitted completely, in accordance with RFP instructions?	Accept/Reject
Cost of services within amount specified on RFP (\$60,000)?	Accept/Reject
Vendor is government agency, or has non-profit status?	Accept/Reject
Vendor can provide 50% in-kind match?	Accept/Reject
<b>Criteria #1: Vendor qualifications to provide dispute resolution services.</b> <ul style="list-style-type: none"><li>a. Adequate personnel?</li><li>b. Financially sound?</li><li>c. Experience with delivery of dispute resolution services specifically?</li><li>d. Qualifications of individuals providing service?</li><li>e. Reputation in providing service?</li><li>f. Benefits of parent organization?</li></ul>	
<b>Criteria #2: Suitability of proposal to meet Court's need.</b> <ul style="list-style-type: none"><li>a. Provide service for small claims, unlawful detainers and/or civil harassments?</li><li>b. How many clients to be serviced? By what methods?</li><li>c. Services to be provided to outlying areas of Kern County? By what methods?</li><li>d. Services to be provided in Spanish?</li><li>e. What is the anticipated rate of diversion and/or resolution? How will the rate be measured?</li><li>f. Before filing?</li><li>g. Interval before court date?</li><li>h. Immediately before scheduled hearing?</li><li>i. How will the vendor publicize availability of services?</li><li>j. How will volunteers be recruited and trained?</li></ul>	
<b>Criteria #3: Ability to develop broad financial support to expand services in the future.</b> <ul style="list-style-type: none"><li>a. Ability to pursue other grant funding?</li><li>b. Ability to build collaborative relationships?</li><li>c. Ability to attract non-cash contributions?</li></ul>	

PROPOSAL IDENTIFICATION SHEET

RESPONDENT TO COMPLETE AND RETURN WITH PROPOSAL

Our proposal is attached and identified as:

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The undersigned agrees to furnish the service stipulated at the prices and terms stated in the cost proposal.

Work services will commence within \_\_\_\_\_ calendar days after signing of the final contract.

Company: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_ Zip: \_\_\_\_\_

Signed by: \_\_\_\_\_

Print Name and Title: \_\_\_\_\_

\_\_\_\_\_

Telephone: Area Code: (\_\_\_\_\_) \_\_\_\_\_

Date: \_\_\_\_\_

Taxpayer Identification No.: \_\_\_\_\_

APPLICATION FOR PROGRAM GRANT  
UNDER THE DISPUTE RESOLUTION PROGRAM

I. BRIEF TITLE OF PROGRAM

Legal Name of Vendor: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Name of Contact Person: \_\_\_\_\_

Title of Contact Person: \_\_\_\_\_

II. BRIEF SUMARY OF PROPOSAL:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

III. AREAS TO BE SERVED:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

IV. COMPUTATION OF FUNDS REQUESTED:

- A. Estimated Total Project Cost (Including matching share) \$ \_\_\_\_\_
- B. Proposed Matching Share Contribution (Must be a minimum of 50% of item A) \$ \_\_\_\_\_
- C. Amount Requested (Subtract Item B from Item A) \$ \_\_\_\_\_

V. TERMS AND CONDITIONS:

It is understood and agreed by the undersigned that:

- (1) funds granted as a result of this request are to be expended for the purpose set forth herein and in accordance with all applicable laws, regulations, policies, and procedures of the Court and the State of California;
- (2) any proposed changes in the proposal, as approved, shall be submitted in writing by the applicant and, upon notification of approval by the Court shall be deemed incorporated into, and shall become a part of, this agreement.

\_\_\_\_\_  
Name of Person Legally Authorized  
to Sign For Vendor

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title of Position

\_\_\_\_\_  
Date

TRADE SECRET ACKNOWLEDGEMENT

All proposals received by the Court shall be considered "Public Record" as defined by Section 6252 of the California Government Code. This definition reads as follows:

"...Public records" includes any writing containing information relating to the conduct of the public's business prepared, owned, used or retained by any state or local agency regardless of physical form or characteristics "Public records" in the custody of, or maintained by, the Governor's office means any writing prepared on or after January 6, 1975."

Each proposal submitted is public record and is therefore subject to inspection by the public per Section 6253 of the California Government Code. This section states that "every citizen has a right to inspect any public record".

The Court will not exclude any proposal or portion of a proposal from treatment as a public record except in the instance that it is submitted as a trade secret as defined by the California Government Code. Information submitted as proprietary, confidential or under any other such terms that might suggest restricted public access would not be excluded from treatment as public record.

"Trade secrets" as defined by Section 6254.7 of the California Government Code are deemed not to be public record. This section defines trade secrets as:

"...Trade secrets," as used in this section, may include, but are not limited to, any formula, plan, pattern, process, tool, mechanism, compound, procedure, production data or compilation of information that is not patented, which is known only to certain individuals within a commercial concern who are using it to fabricate, produce, or compound an article of trade or a service having commercial value and which gives its user an opportunity to obtain a business advantage over competitors who do not know or use it."

Information identified by bidder as "trade secret" will be reviewed by the Court's legal counsel to determine conformance or non-conformance to this definition. Examples of material not considered to be trade secrets are pricing, cover letter, promotional materials, etc. Such material should be submitted in a separate binder not marked "Trade Secret".

INFORMATION THAT IS PROPERLY IDENTIFIED AS TRADE SECRET AND CONFORMS TO THE ABOVE DEFINITION WILL NOT BECOME PUBLIC RECORD. COURT WILL SAFEGUARD THIS INFORMATION IN AN APPROPRIATE MANNER.

Information identified by bidder as trade secret and determined not to be in conformance with the California Government Code definition shall be excluded from the proposal. Such information will be returned to the bidder at bidder's expense upon written request.

Trade secrets must be submitted in a separate binder that is plainly marked "Trade Secrets."

The Court shall not in any way be liable or responsible for the disclosure of any proposals or portions thereof, if they are not (1) submitted in a separate binder that is plainly marked "Trade Secret" on the outside; and (2) if disclosure is required under the provision of law or by order of Court.

Vendors are advised that the Court does not wish to receive trade secrets and that vendors are not to supply trade secrets unless they are absolutely necessary.

TRADE SECRET ACKNOWLEDGEMENT

I have read and understand the above "Trade Secret Acknowledgement."

I understand that the Court has no responsibility for protecting information submitted as a trade secret if it is not delivered in a separate binder plainly marked "Trade Secret."

Enter company name on appropriate line:

(Vendor Name)\_\_\_\_\_ has submitted information identified as Trade Secrets.

(Vendor Name) \_\_\_\_\_ has ***not*** submitted information identified as Trade Secrets.

ACKNOWLEDGED BY:

Signature\_\_\_\_\_ Date\_\_\_\_\_

Print Name and Title\_\_\_\_\_

Firm\_\_\_\_\_

Address\_\_\_\_\_

City\_\_\_\_\_ State\_\_\_\_\_ Zip\_\_\_\_\_

Telephone\_\_\_\_\_



BUDGET SUMMARY  
(Budget for the period from \_\_\_\_\_)

1. CONTRACT NUMBER AND TITLE: \_\_\_\_\_

2. VENDOR'S NAME, ADDRESS, AND ZIP CODE: \_\_\_\_\_

\_\_\_\_\_

3. TYPE OF ENTITY (Check applicable space or spaces):

\_\_\_\_\_County Department

\_\_\_\_\_Public Agency

\_\_\_\_\_Private (nonprofit)

\_\_\_\_\_Other

4. METHOD OF ALLOCATION: If cost is to be shared by others, attach an explanatory statement which identifies the sharing entity (or entities) and the method of allocation.

\_\_\_\_\_

\_\_\_\_\_

5. BUDGET SUMMARY:

\_\_\_\_\_

\_\_\_\_\_

6. BUDGET COST CATEGORY	GRANT SHARE	TOTAL
(1) Personnel	\$ _____	\$ _____
(2) Consultant and Contract Services	\$ _____	\$ _____
(3) Travel	\$ _____	\$ _____
(4) Space	\$ _____	\$ _____
(5) Consumable Supplies	\$ _____	\$ _____
(6) Other	\$ _____	\$ _____
TOTAL DIRECT COST	\$ _____	\$ _____

### BUDGET JUSTIFICATION

PROVIDE JUSTIFICATION FOR EACH BUDGET COST CATEGORY  
(photocopy this page and attach additional pages as needed)

AGENCY NAME: \_\_\_\_\_

CONTRACT NO.: \_\_\_\_\_

DESCRIPTION OF ITEMS AND BASIS FOR VALUATION	AMOUNT OF VALUE OF ITEM*	
	Grant Share	Non-Grant Share

*\*Refer to Section 3640 of the California Dispute Resolution Programs Act Regulations for valuation of in-kind contributions and volunteer services.*

PERSONNEL BUDGET

(Grant Share)

AGENCY NAME: \_\_\_\_\_

CONTRACT NO.: \_\_\_\_\_

1. BRIEF DESCRIPTIVE TITLE OF PROJECT OR ACTIVITY:

\_\_\_\_\_

2. NAME, ADDRESS, ZIP CODE OF OPERATING AGENCY:

\_\_\_\_\_

\_\_\_\_\_

(A) No. of Pers.	(B) Position or Title	(C) Monthly Salary	(D) % of Time on Undertaking	(E) # Month to be Employed	(F) Total Cost
TOTAL SALARY					

Fringe Benefits:      Type of Costs, Percent, and Calculations  
 (e.g. Retirement @ 3.4% X 25,000 = \$850)

Gross Total, Salaries	
Fringe Benefits	
Total Personnel Costs	

PERSONNEL BUDGET

(Non-Grant Share)

AGENCY NAME: \_\_\_\_\_

CONTRACT NO.: \_\_\_\_\_

1. BRIEF DESCRIPTIVE TITLE OF PROJECT OR ACTIVITY:

\_\_\_\_\_

2. NAME, ADDRESS, ZIP CODE OF OPERATING AGENCY:

\_\_\_\_\_

(A) No. of Pers.	(B) Position or Title	(C) Monthly Salary	(D) % of Time on Undertaking	(E) # Month to be Employed	(F) Total Cost
TOTAL SALARY					

Fringe Benefits:      Type of Costs, Percent, and Calculations  
 (e.g. Retirement @ 3.4% X 25,000 = \$850)

Gross Total, Salaries	
Fringe Benefits	
Total Personnel Costs	

VENDOR INVOLVEMENT IN LITIGATION AS A PARTY

Program Title\_\_\_\_\_

Vendor Name\_\_\_\_\_

Check yes or no on the following questions. If a yes answer is checked, please explain fully the circumstances and include discussion of the potential impact on the program if funded.

1.     \_\_\_\_\_(Yes)     \_\_\_\_\_(No) Is the vendor involved in litigation now or within the last two years?
2.     \_\_\_\_\_(Yes)     \_\_\_\_\_(No) Is the Executive Director involved in litigation?
3.     \_\_\_\_\_(Yes)     \_\_\_\_\_(No) Are any members of the Board of Directors unable to be bonded?
4.     \_\_\_\_\_(Yes)     \_\_\_\_\_(No) Are any key staff members unable to be bonded?
5.     \_\_\_\_\_(Yes)     \_\_\_\_\_(No) Have any unfavorable rulings been handed down by the courts against your agency?\*
6.     \_\_\_\_\_(Yes)     \_\_\_\_\_(No) Have any unfavorable rulings been handed down by the courts against the program director?\*
7.     \_\_\_\_\_(Yes)     \_\_\_\_\_(No) Has the agency or program director ever been cited for improper management?
8.     \_\_\_\_\_(Yes)     \_\_\_\_\_(No) Has the agency or program director ever had public or foundation funds withheld?
9.     \_\_\_\_\_(Yes)     \_\_\_\_\_(No) Has the agency ever had their non-profit status revoked or withheld?

*\*If yes, indicate case number, court, and date of action.*

\_\_\_\_\_

Response Section: